

# INTERGOVERNMENTAL AGREEMENT FOR THE MESA FIRE AND MEDICAL DEPARTMENT REGIONAL DISPATCH SYSTEM

Contract # \_\_\_\_\_

This Intergovernmental Agreement ("Agreement") is made and entered into this \_\_\_\_\_, 2019, by and between the City of Mesa ("Mesa") and \_\_\_\_\_ ("Customer"). All participants listed in the attached Exhibit A will form the Mesa Fire and Medical Department Regional Dispatch System (the "System"). Within this Agreement, Mesa and Customer are sometimes individually referred to as "Party" and collectively referred to as "Parties".

**WHEREAS**, agreements for mutual assistance and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions;

**WHEREAS**, it is the desire of the municipalities, governmental jurisdictions, agencies and fire districts participating in this Agreement, to work together for mutual benefit of the public, Customer's community and all of the Customer's personnel;

**WHEREAS**, Customer desires to participate in the Mesa Regional Dispatch System in order to more effectively provide emergency fire, medical and other services; and

**WHEREAS**, Mesa desires the participation of Customer to more effectively provide emergency fire, medical and other services.

## **PURPOSE**

This Agreement is to enhance the effectiveness of public safety through consistency in emergency dispatch of fire department resources throughout the region.

More specifically, the purpose of this Agreement is to define the dispatch service that will

be provided by the Mesa Fire and Medical Department ("MFMD") to the Customer. The Mesa Regional Dispatch Center ("MRDC") utilizes a Computer Aided Dispatch ("CAD") and Global Positioning System ("GPS") to process and dispatch requests for assistance to fire, medical and other non-police emergencies. The MRDC is a secondary Public Safety Answering Point ("PSAP") for the metropolitan Phoenix region that can receive information from multiple primary PSAP locations within the region. Members choosing to be dispatched by the MRDC and have likewise chosen to participate in the separately agreed to Intergovernmental Agreement for the Regional Metropolitan Phoenix Fire Service Automatic Aid will comprise the System.

The objective of the System is to provide the most effective and efficient use of the resources of all participants in the Regional Metropolitan Phoenix Fire Service Automatic Aid Agreement ("Automatic Aid"). This objective is met by the automatic dispatch of the closest, most appropriate resources meeting the needs of requested emergency responses, regardless of jurisdictional boundaries.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein Contained, it is agreed by the Parties as follows:

#### **1. DISPATCH SERVICES**

- A. Mesa agrees to provide dispatching services for Customer's fire department apparatus, equipment and vehicles for emergency responses. Mesa shall dispatch in accordance with the policies, procedures, and specifications of Mesa's CAD system. Customer agrees to adhere to said policies, procedures, and specifications. Customer also agrees, upon Mesa's request, to send an appropriate representative to Mesa's CommOps meetings for discussion of dispatch issues.
- B. Pursuant to this Agreement and as condition of participation, Customer is required to participate in Automatic Aid. If Customer is not a participant in Automatic Aid, then Customer is required to participate in Mesa's Intergovernmental Agreement for Mutual Aid Response for Fire Protection and Other Emergency Services. Customer is required to comply with all requirements of the Automatic Aid or Mutual Aid agreement(s) to which it belongs as a condition precedent to participating in this Agreement.

- C. Pursuant to this Agreement and as a condition of acceptance, Customer agrees to conform to the Standard Operating Procedure Mesa Fire Department Volume 2, attached hereto as Exhibit B.

## **2. TECHNICAL SERVICES**

- A. The System utilizes a CAD system, which in turn utilizes standardized components consisting of Mobile Computer Terminals (“MCTs”), a station alerting package and direct network connections over dedicated circuits among each Customers’ fire stations and the Mesa Regional Dispatch Center (MRDC). To facilitate dispatch, and as a condition of participation, Customer is required to provide all needed infrastructure, which must be compatible with the System.

- B. Mesa will provide a technical assessment of Customer’s initial and ongoing equipment needs. After the assessment, Customer will be responsible to provide all equipment deemed necessary for all of Customer’s stations, apparatus and vehicles. If Customer, for any reason, cannot provide for all the initial and ongoing needed equipment, the Customer cannot participate in this Agreement.

Further, if any future equipment needs are requested, a written request by Customer must be submitted. After receipt of request, Mesa will perform an assessment to determine equipment requirements. After the assessment is complete, Customer will be provided a written requirements document. Customer must provide all equipment deemed necessary before any services will be provided.

All equipment for initial and ongoing needs must meet the Mesa Fire/Medical Department Technical Services specifications.

- C. Mesa can assist Customer with the installation of initial and any future equipment needs for Customer’s fire stations, apparatus or vehicles. Installation services will be billed on a Time and Materials cost structure. All new additions to Customer’s initial base equipment inventory will require a 180-day written notice prior to equipment being placed in service. Additionally, outside vendors approved by the Mesa Fire Technical Services Section may be utilized by either Mesa or Customer.
- D. Customer shall not, without the prior written consent of Mesa and the System hardware/software providers, copy or reproduce the hardware, software or

firmware used within the System, in whole, or in part. Furthermore, Customer shall not make such items available to others without the same consent.

- E. Other communications equipment, including, but not limited to, apparatus radios, portable radios and system infrastructure, which may be necessary for Customer's deployed apparatus to function within the System, but not defined within this Agreement and not needed by Mesa to conduct dispatch, are the sole responsibility of the Customer. Customer is required to purchase and maintain such equipment to ensure interoperable communications conform to Standard Operating Procedure Mesa Fire Department, Volume 2.
- F. If Customer desires changes to be made to dispatch services, Customer shall request these changes in writing to Mesa. To be implemented, all changes must have the mutual consent of all governmental units impacted by the requested changes.
- G. Customer shall ensure that Public Safety Answering Points (PSAPs) continue to provide the ability for a one button transfer of E911 phone calls, including ANI/ALI.
- H. Customer shall provide all necessary ringdown lines between Mesa's Dispatch Center and Customer's PSAP(s).
- I. Customer shall follow radio operation guidelines and procedures as defined in MFMD's standard operating guidelines, unless other guidelines and procedures are mutually agreed upon.
- J. Mesa will allow Customer access to Mesa's Automatic Vehicle Location (AVL) feature.
- K. Mesa will allow Customer access to Mesa's Computer Aided Dispatch (CAD) System.

- L. Customer will connect their MCT systems using a dedicated VPN that is owned and operated by the Mesa. No external VPN's will be allowed to connect to Mesa's Computer Aided Dispatch (CAD) or supporting systems.
- M. Customer is responsible for ensuring that all hardware and software complies with requirements set forth by Mesa's Information Technology Department.
- N. Pursuant to this agreement and as a condition of acceptance, Customer agrees to conform to the Service Level Agreement, attached hereto as Exhibit D.

### **3. TOTAL CHARGES AND FEES**

- A. Member understands the System is based upon a one hundred percent (100%) cost recovery model and agrees to pay Mesa the following service fee structure as referenced in Exhibit C titled "Fees and Charges."
  - i. A Monthly Dispatch Service Fee, which will be based on the budgeted costs to operate the MRDC and maintain GIS records. This fee will be calculated and charged based on the number of incidents dispatched within each partner's geographic boundaries.
  - ii. A General Maintenance Annual Service Fee for the maintenance and support associate with the image and software for each Customer's MCT inventory. This fee will be calculated on a per unit charge. Each customer will be charged based on the total number of units of equipment in-service to the Customer at the billing time.
  - iii. A CAD Modernization Service Fee to allow for the future development and implementation of an upgraded CAD operating system. This fee will be assessed per each incident dispatched within each partner's geographic boundaries.

### **4. BILLING**

- A. MFMD Technical Services Division will invoice Customer quarterly and MRDC will invoice customer monthly, both in accordance with the schedule included in Exhibit C of this Agreement. Exhibit C will be annually revised and will become effective on July 1.

- B. Mesa will advise Customer of the estimated total fees and charges for the coming fiscal year no later than December 1 of the current fiscal year. Customer is responsible to verify its equipment counts and notify Mesa of any discrepancies in counts by December 31 of the current fiscal year. Mesa will provide written notice to the Customer of the finalized total fees and charges by July 1.
- C. The Initial or Additional technology fees will be invoiced upon completion of the requested project.

## **5. OTHER ITEMS**

- A. If Customer intends to expand its original geographical and/or jurisdictional boundaries, Customer is required to provide a 180-day written notice to MFMD to allow for programming changes to the CAD system.

It is understood that such an expansion may necessitate a new assessment as described herein (Section 2-Technical Services). Further, it is understood that an increase to the geographical and/or jurisdictional boundary may lead to an increase to the charges and fees described herein.

- B. Mesa agrees to install and maintain Customers' geographical databases necessary for processing dispatches. Customer is responsible to provide all geographical database information, including updates to the MFMD Technical Services section within one-hundred eighty (180) days of receipt.
- C. Dispatch equipment covered under this Agreement that is damaged or rendered unserviceable by Mesa through improper repair, or otherwise, shall be repaired/replaced at no cost to Customer.

Costs to replace and/or repair equipment that is damaged or rendered unserviceable due to the actions of Customer shall be borne by Customer.

- D. Mesa agrees to provide management information reports to the Customer that are consistent with MFMD reporting.
- E. Any costs associated with utility company circuits, connections and monthly services, as a result of participation in this Agreement, shall be borne by Customer as necessary.
- F. It is agreed that in the event that this Agreement is discontinued, all devices and related equipment that was provided by Mesa and not originally purchased by Customer, shall be returned as the sole property of Mesa. Furthermore, Mesa will not be obligated to reimburse monies already collected under this Agreement.
- G. Compliance with the Immigration Reform and Control Act of 1986 ("IRCA") is required and Mesa and Customer will comply with IRCA. Each Party agrees to permit the other Party upon request to inspect personnel records to verify such compliance.

The Parties shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability, nor otherwise commit an unfair employment practice. The Parties will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability. Such action shall include, without limitation, the following: employment and adherence to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Parties additionally agree that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. The Parties further agree that this clause will be incorporated in all subcontracts and/or job-consultant agreements or subleases connected with this Agreement entered into by the Parties.

- H. No term or provision of this Agreement is intended to, or shall, create any right in any person firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.
- I. No term or provision of this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.
- J. It is the responsibility of each Party to ensure that their employees are notified in accordance with the provisions of the Arizona Workers' Compensation Law, specifically, A.R.S. § 23-1022, or any amendment, thereto, and that all such notices as required by such laws shall be posted accordingly. Each Party grants consent to the other, the right to inspect the premises and workplace of the consenting Party to ensure compliance with the notice posting requirements. Consent is to be provided to the appropriate emergency services and/or risk management function of each Party.
- K. The Parties agree that other jurisdictions may join and be added to the System at the sole discretion of Mesa.
- L. Customer (as "Indemnitor") agrees to indemnify, defend, and hold harmless Mesa, its officers, agents, employees, elected and appointed officials, and volunteers ( "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys' fees, (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of Member, its officers, officials, agents, employees, or volunteers.

Mesa (as "Indemnitor") agrees to indemnify, defend, and hold harmless Customer (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys' fees, (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of Mesa, its officers, officials, agents, employees, or volunteers.



- M. The Parties understand that this Agreement supersedes any previous agreements, if any, to be part of the System.
- N. Pursuant to federal law, each Party entering into this Agreement certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in a boycott of Israel.
- O. This Agreement shall only be modified by written amendment, signed by a duly authorized person for each Party that has the authority to enter into agreements on behalf of that person's Party.
- P. During the course of this Agreement, the underlying technology supporting systems and equipment covered under this Agreement (may become obsolete as a result of advances in technology ("Technology Obsolescence"). In the case of technology obsolescence, the evolution of a newer technology generation and the associated costs will be the subject of amendments to this Agreement.

## **6. CANCELLATION OF THE AGREEMENT**

- A. Either party may terminate this Agreement at any time by providing one hundred eighty day (180) written notice to the other Party's Fire Chief. Termination can be with, or without, cause.
- B. Either Party may terminate participation in this Agreement pursuant to the provisions of A.R.S. § 38-511.

IN WITNESS HEREOF, this Agreement is executed on the year and date first above written.  
Further, in signing this Agreement, the signatories below affirm and attest that they are  
authorized to execute this Agreement on behalf of their respective party.

CITY OF MESA,  
A Municipal Corporation

[insert MEMBER JURISDICTION]

\_\_\_\_\_  
CHRISTOPHER J. BRADY                      Date  
City Manager

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Mary Cameli                                      Date  
Fire Chief

\_\_\_\_\_  
Signature    Date

ATTEST:

\_\_\_\_\_  
Mesa City Clerk                                      Date

APPROVED TO AS FORM:

\_\_\_\_\_  
Mesa City Attorney                                      Date

**EXHIBIT A**

**CITY OF MESA FIRE DEPARTMENT**

**REGIONAL DISPATCH SYSTEM MEMBER AGENCIES**

**(2019-2020)**

1	Gilbert Fire and Rescue Department
2	Mesa Fire & Medical Department
3	Queen Creek Fire & Medical Department
4	Rio Verde Fire District
5	Superstition Fire & Medical District

## **EXHIBIT B**

**Please call (480) 644-4894 , or email [Bridget.Zimmerman@mesaaz.gov](mailto:Bridget.Zimmerman@mesaaz.gov) to request “Mesa Regional Standard Operating Procedures”, also known as “Volume II”.**

# EXHIBIT C

## FEES AND CHARGES

City of Mesa Fire and Medical Department  
Mesa Regional Dispatch Center Partners  
Equipment & Dispatch Cost Estimates  
Fiscal Year 2019/2020  
SCHEDULE A  
INTERGOVERNMENTAL AGREEMENT

### Schedule A (Shell Document)

#### I. Dispatch Service Fee\*

	<u>**17/18 Dispatch Count</u>	<u>**17/18 Total</u>
19/20 - \$25.06/dispatch	dispatched	

#### II. CAD Modernization Fee\*

	<u>**17/18 Dispatch Count</u>	<u>**17/18 Total</u>
19/20 - \$3.00/dispatch		

<u>**Total Annual 17/18 Fee</u>	<u>**</u>
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#### III. General Maintenance Annual Service Fee\*\*

	<u>\$ / Unit</u>	<u># Units</u>	<u>Annual Fee</u>
19/20 MCT Maintenance Fee	\$1,222.35		

\*\*\*Total General Maintenance Annual Service Fee  
\$, billed quarterly = \$

\*Dispatch Service Fee and CAD Modernization Fee will be invoiced monthly based on the number of actual incidents dispatched the previous month.

**\*\*NOTE** Numbers used above are from the previous fiscal year for budgeting purposes and will need to be forecast appropriately for the current fiscal year.

**\*\*\*General Maintenance Annual Service Fee will be billed in quarterly installments.**

## **EXHIBIT D**

### **Service Level Agreement (SLA)**

#### **For Dispatch Partner Mobile Computer Terminal (MCT) Support**

**By**

**Mesa Fire and Medical Department Technical Services Division**

#### **1. Support Provided**

- 1.1 MFMD Technical Services will install a baseline configuration of software for Dispatch Partner MCTs. This includes operating system, network connectivity software, Computer Aided Dispatch (CAD) client, and security applications. This service will be referred to as “imaging”. Dispatch Partners will not have administrative rights on MCTs and any additional software must be approved and installed by MFMD Technical Services because a standardized image will be kept between MFMD and all Dispatch Partners, approvals will be limited.
- 1.2 MFMD Technical Services will maintain back end infrastructure and accounts that ensure Dispatch Partner MCTs can connect to the CAD system. This includes NetMotion and FDMOBILE domain administration. This does not include 3<sup>rd</sup> party networks system traffic may traverse, e.g. commercial cellular networks, although MFMD Technical Services may work with these providers to try to ensure operation of or improve the overall system. Any usage of a network path from the endpoint (MCT) to the rest of the system, even if not explicitly maintained by MFMD Technical Services, must be approved by MFMD Technical Services.
- 1.3 MFMD Technical Services will provide periodic over the air (OTA) updates to Dispatch Partner MCTs. These updates include updates to the CAD client map, security updates, Windows updates, and updates to any other installed software deemed necessary by MFMD Technical Services Dispatch Partners will be notified in advance if any action will be required on their part.
- 1.4 MFMD Technical Services will provide technical support for MCTs to Dispatch Partner Liaisons, as laid out in section 2.2, during business hours via the most effective and efficient method deemed appropriate to include phone, email, and in-person support. Dispatch Partner Liaisons may contact MFMD Technical Services at [fdcomputerservices@mesaaz.gov](mailto:fdcomputerservices@mesaaz.gov) or via a phone number to be provided at a later time. Dispatch Partner Liaisons should swap individual problem MCTs (after initial troubleshooting) and notify MFMD Technical Services by emailing a provided form. Business hours are Monday through Thursday 0700 hrs. to 1700 hrs. After hours, problem

MCTs should be swapped with spare by Dispatch Partner Liaisons. System wide issues should be reported to the Mesa Regional Dispatch Center.

- 1.5 Arrangements will be made the next business day to exchange any problem MCTs that were swapped by Dispatch Partner Liaisons for transport to MFMD Technical Services offices for diagnosis and troubleshooting. Software issues will be resolved or MCTs will be reimaged and arrangements will be once again made to get repaired MCTs back to Dispatch Partners. If a problem is deemed to be a hardware issue, MFMD Technical Services will make note of the issue and return the device to the Dispatch Partner. Any hardware warranty replacements or out of warranty repairs will be the responsibility of Dispatch Partners. Once hardware repairs have been made, MCTs will need to be returned to MFMD Technical Services to verify they are ready to return to field use.

## **2. Partner Responsibilities**

- 2.1 Dispatch Partners will provide MCT hardware. Hardware must be approved by MFMD Technical Services, including brand, model, and any other specifications.
- 2.2 Dispatch Partners will provide Technical Support Liaisons to act as the intermediary between MFMD Technical Services personnel and Dispatch Partner crews. These Technical Support Liaisons will field initial troubleshooting and swap MCTs with spares if needed. Crews should not be contacting MFMD Technical Services directly and should always work through their agency's Technical Support Liaisons. MFMD Technical Services will provide training documents to Technical Support Liaisons to assist in their initial troubleshooting and contact information in case an issue needs to be escalated to MFMD Technical Services.
- 2.3 Dispatch Partners will provide a number of MCTs as spares to be used in cases where an MCT is deemed inoperable after troubleshooting. The number of spares should be a minimum of 10% of the total MCTs in use by that Dispatch Partner, to be no less than 1. Spare MCTs should be staged in a way that makes it easy for Technical Support Liaisons to swap inoperable MCTs if deemed necessary.
- 2.4 Dispatch Partners are responsible for providing and managing, including billing, cellular data service to MCTs. This includes internal aircards or external routers, such as Cradlepoint devices. Dispatch Partners must have carrier and device approval from MFMD Technical Services to ensure compatibility with the system. External routers must have certain configuration settings to be compatible with the system. MFMD Technical Services is not responsible for external cellular devices.
- 2.5 MFMD Technical Services will rely on the Dispatch Partner Technical Liaisons to disseminate any information deemed necessary or helpful to that Dispatch Partner's crews. This may include information regarding system outages, updates, or training materials.